

**MEMORANDUM OF UNDERSTANDING**  
Between  
Boys and Girls Club of North Lake Tahoe  
And  
Tahoe Truckee Unified School District

This document serves as a Memorandum of Understanding (MOU) between the Boys and Girls Club of North Lake Tahoe (BGCNLT) and Tahoe Truckee Unified School District (TTUSD) for priority enrollment of referred youth into the BGCNLT summer day camp program. The purpose of this MOU is to establish and maintain an effective working relationship throughout the year. The term of this MOU is June 28, 2021 through August 13, 2021 This relationship is established in good faith and trust.

**Program Information & Fees**

- BGCNLT will provide priority enrollment for the youth identified by TTUSD in grades (incoming 1-3) at the Kings Beach and Truckee locations (TES or ACMS). Priority will be for the 5week period of June 28, 2021- July 30, 2021. The program will operate Monday-Friday, 8:00am-5:00pm.
- BGCNLT will ensure 60 spaces at each campus (120 total) and will invoice TTUSD in July for a minimum of \$50,000. If more spaces are needed by TTUSD, BGCNLT will increase the invoice by \$415 per youth. This fee will support administration and enrollment, annual membership fee, assurance of proper staffing levels, supplies, meals.
- BGCNLT will not provide a refund or prorated fees for youth who leave the program prior to the end of the 5-week period or any unforeseen closure.

**Facility**

- TTUSD will continue providing BGCNLT portable spaces on the KBE campus for the duration of the 2021 Summer Program. (Portables M6 & M7)
- TTUSD will provide BGCNLT with 6 consistent and dedicated spaces on the Alder Creek Middle School campus. Space will provide adequate distancing for 20 youth and 1 staff.
- TTUSD will provide access to additional indoor and outdoor spaces at the Alder Creek Middle School campus such as playgrounds, fields, gyms, and cafeteria.
- TTUSD will clean and sanitize ACMS classrooms daily in compliance with recommended guidelines from federal, state, and county guidelines. For the duration of BGCNLT summer program ending August 13, 2021.

**Program Administration & Participation**

- BGCNLT and TTUSD will work in partnership to communicate and market the summer program to TTUSD referred students. BGCNLT will provide TTUSD with program information and registration links.

- TTUSD referred youth and families will adhere to BGCNLT policies and procedures as outlined in BGCNLT's parent handbook.
- TTUSD referred youth will be required to sign all membership assurances and BGCNLT's COVID-19 assumption and acknowledgment of risk. Failure to follow BGCNLT expectations may result in dismissal from the program.
- TTUSD will provide transportation for the 5-week period of June 28 -July 30, Priority bussing will be given to TTUSD referred students, any unclaimed seats may be reserved by BGCNLT youth. Bus times will run as follows (TBD approx 8:30-3:00pm)
- TTUSD will provide breakfast, lunch, and snack, for all youth at the Alder Creek Middle School campus starting June 28<sup>th</sup>, 2021-August 13, 2021. BGCNLT will provide breakfast, lunch, and snack to all youth under 18 on the Kings Beach campus.
- TTUSD will provide credentialed instructors for BGCNLT 1<sup>st</sup>-5<sup>th</sup> Cohorts for academic enrichment. TTUSD teachers will provide a minimum of 45 minutes per day 4 times per week from June 28, 2021-July 30, 2021.
- BGCNLT & TTUSD will work together to coordinate TTUSD referred youth to intervention services on campus.

### **COVID-19 Protocols & Procedures**

- At all times, both parties will comply with all federal, state, and local public health orders including, but not limited to, orders of the local County Health Officer, related to COVID-19 or other public health emergencies."
- BGCNLT and TTUSD will maintain communication regarding exposures or positive cases of COVID-19 within 24 hours.
- TTUSD will provide BGCNLT Staff with COVID-19 testing in alignment with TTUSD's testing protocols.

### **Disputes and Program Changes**

- If a dispute arises, the Parties will first attempt to resolve it through informal discussions. In the event informal discussion does not resolve the Parties' Dispute, no Party will commence an action or other legal proceeding without first referring the Dispute to mediation before a mediator.
- Due to the changing conditions brought on by the COVID-19 Pandemic, the Parties recognize that adjustments may be needed for programs and the terms of this agreement. The parties agree to meet and confer in the event major programmatic changes are necessary or there are changes to health guidelines or recommendations from local, County, or State health officials.

### **Indemnity and Hold Harmless**

- Each party hereto will defend, indemnify, and hold the other party, its officers, agents, employees, and representatives harmless against all liability, losses, claims, or judgments arising out of or related to any act of negligence of, the indemnifying party, its officers, agents, invitees, or employees, while engaged in the performance of the MOU.

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Carmen Diaz Ghysels, Superintendent & Chief Learning Officer of TTUSD

Date

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Mindy Carbajal, Chief Executive Officer of the BGCNLT

Date